

**ZB# 96-23**

**Ron & Ramona Cuttica**

**63-1-10**

Guelm.

May 13, 1996.

To Sentinel on 10/1/96.

Need copy of:

- ① Need ✓
- ② Title Report ✓
- ③ Fees ① 50.00 ✓ ② 30.00 ✓ ④ Photos ✓

Referred to Mike for

Discussion at June 10, 1996  
(need variance) meeting.

2nd Guelm. <sup>Letter</sup> at ~~10/1/96~~

June 10, 1996 63-1-10

Public Hearing:

Oct. 28, 1996.

Approved 5-0

Refund: \$127.50

Final Decision Done ✓

#96-23 - Cuttica, Ron & Ramona  
(area) 63-1-10. Existing fence

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12553

# General Receipt

12500

Oct 1

1996

Received from

Michael Carter

\$ 57.00

For

1996-97-23

00

DOLLARS

## DISTRIBUTION

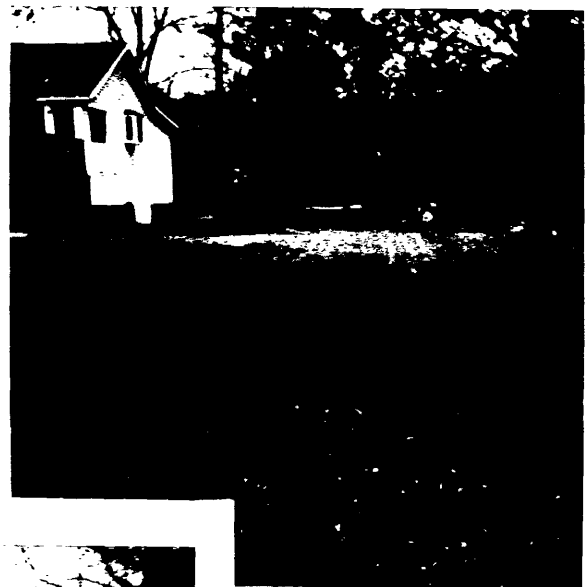
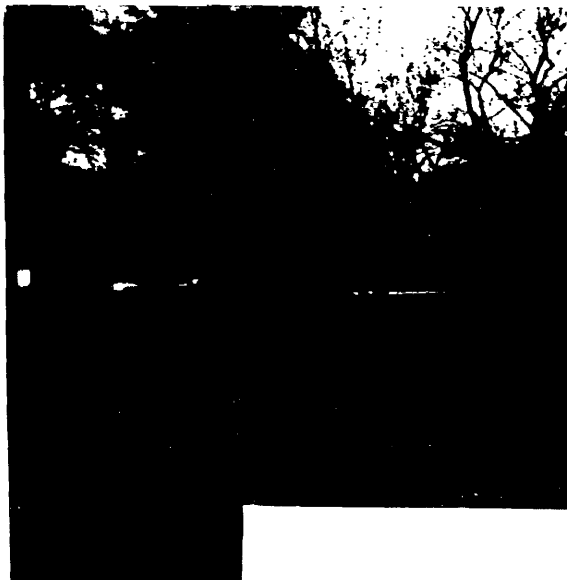
FUND	CODE	AMOUNT
28-1011		57.00

By

Dorothy Hannon

Owner/Clerk

TITLE



DISTRIBUTION:

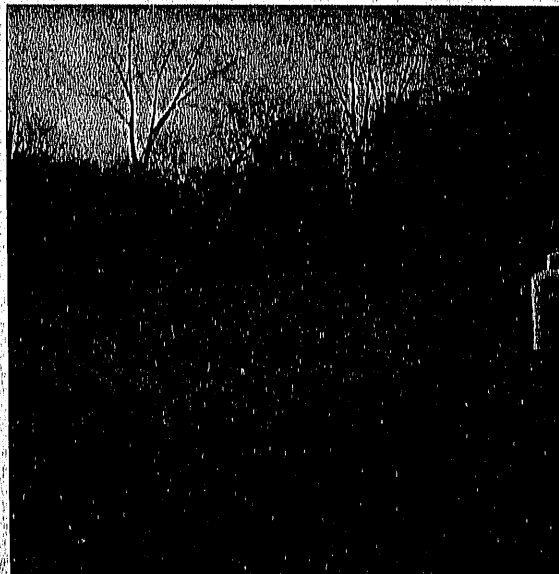
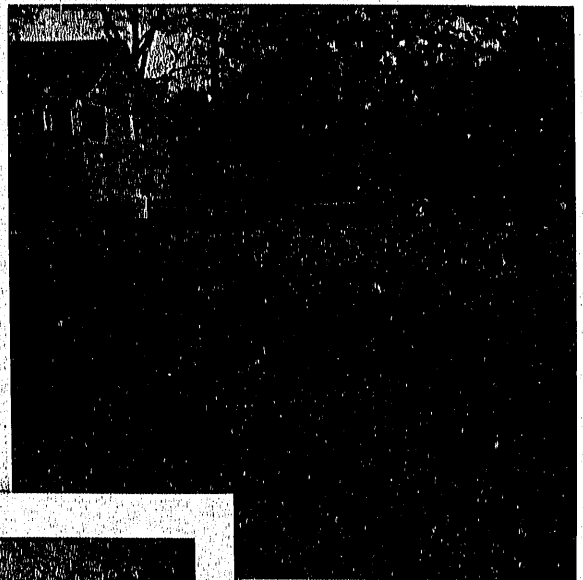
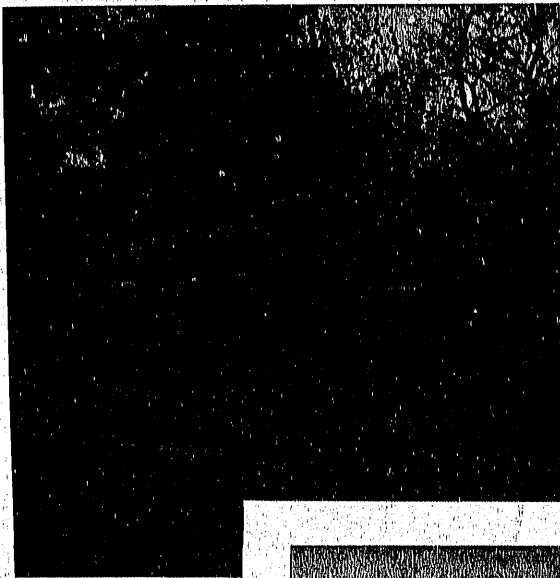
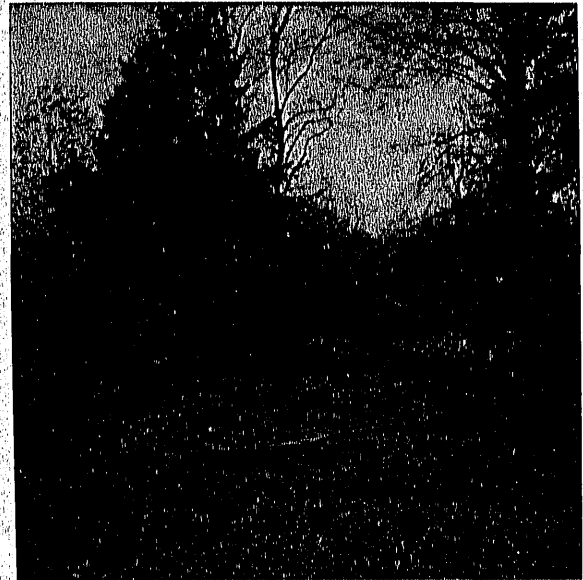
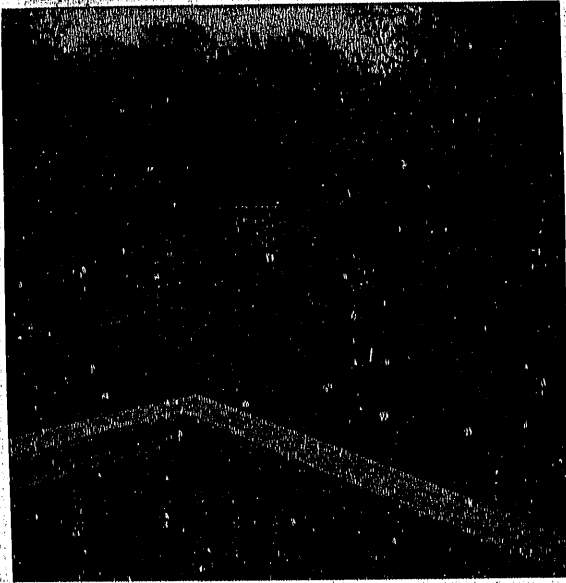
FUND	CODE	AMOUNT
CR 1371		50.00

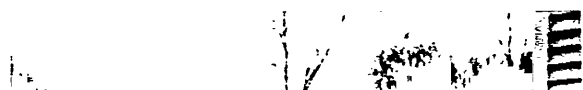
WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

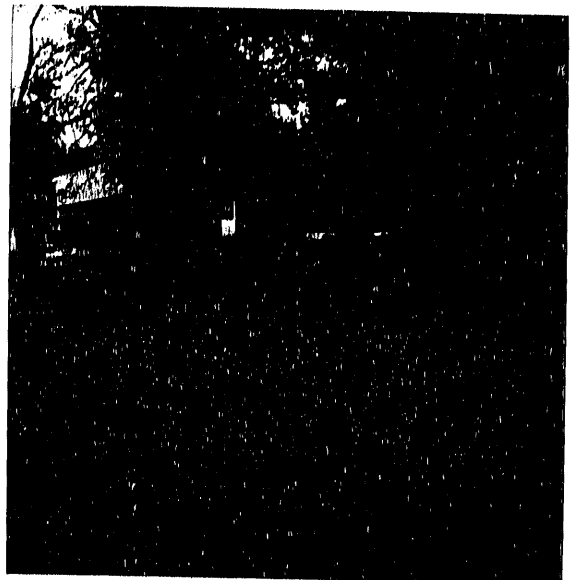
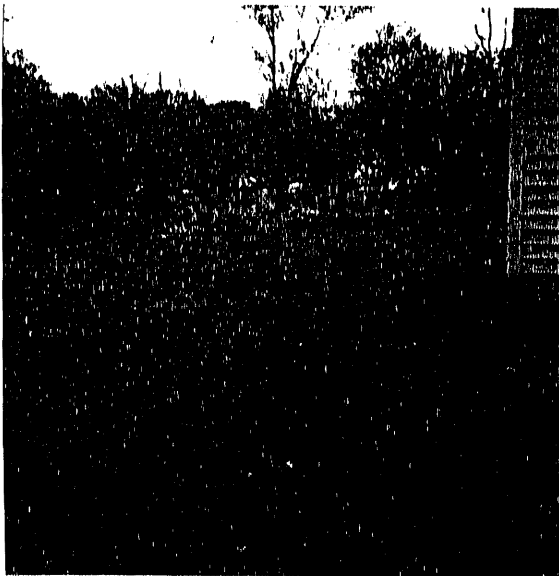
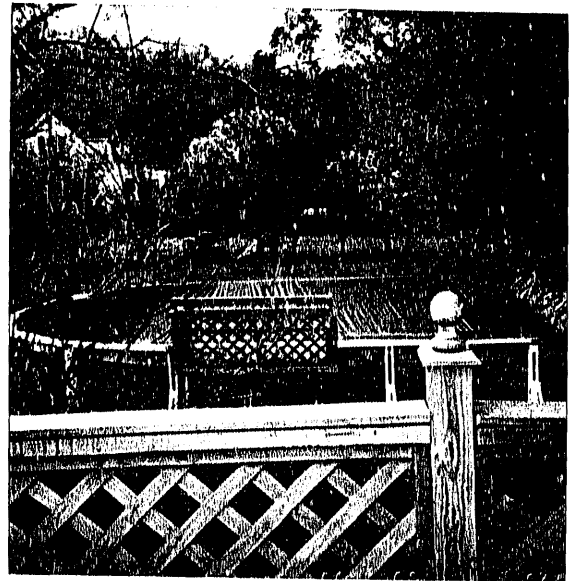
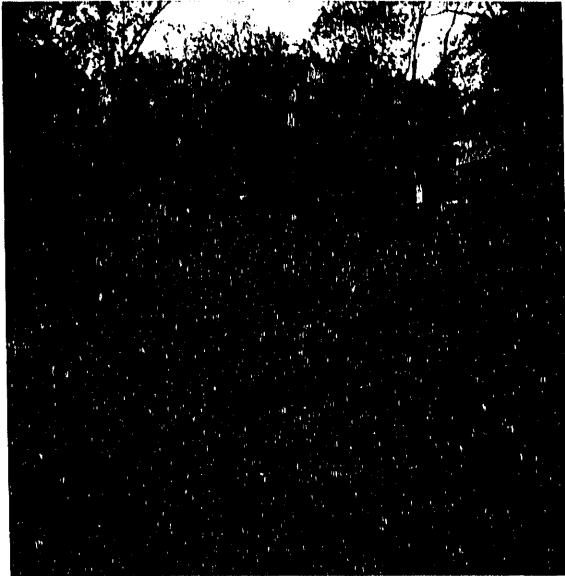
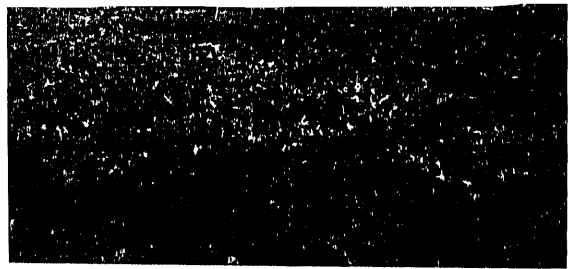
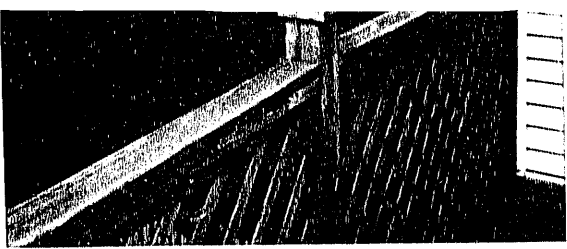
By

Dorothy Hansen  
Town Clerk

TITLE







(Area)  
63-1-10.  
Existing  
fence

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Cuttica

FILE # 96-23

RESIDENTIAL: \$ 50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00

\* \* \* \* \*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 300.00

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 5/13/96 - 4 pages . . . \$ 18.00  
2ND PRELIM. MEETING - PER PAGE 6/10/96 - 3 pages . . . \$ 13.50  
3RD PRELIM. MEETING - PER PAGE 10/23/96 - 8 pages . . . \$ 36.00  
PUBLIC HEARING - PER PAGE . . . \$             
PUBLIC HEARING (CONT'D) PER PAGE . . . \$           

TOTAL . . . . . \$ 67.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 5/13/96 . . . . . \$ 35.00  
2ND PRELIM. 6/10/96 . . . . . \$ 35.00  
3RD PRELIM. 10/23/96 . . . . . \$ 35.00  
PUBLIC HEARING . . . . . \$             
PUBLIC HEARING . . . . . \$           

TOTAL . . . . . \$ 105.00

MISC. CHARGES:

\_\_\_\_\_ . . . . . \$             
TOTAL . . . . . \$ 172.50

LESS ESCROW DEPOSIT . . . \$ 300.00  
(ADDL. CHARGES DUE) . . . \$             
REFUND DUE TO APPLICANT . \$ 127.50

(ZBA DISK#7-012192.FEE)

*paid*  
*10/11/96 ck 1371*  
*paid*  
*10/11/96 check 1372*

Date ..... 11/5 ..... , 1996.

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Ronald Cuttica DR.  
104 Willow Avenue  
New Windsor, N.Y. 12553

Charge: ZBA

DATE	0	CLAIMED	ALLOWED
11/5/96	Refund of Escrow Deposit #96-23	\$127 50	
<p>Approved: Patricia A. Banhart ZBA</p>			



RONALD G. CUTTICA  
RAMONA L. CUTTICA  
104 WILLOW AVE.  
NEW WINDSOR, NY 12553

29-17213  
5225043266

1372

DATE

10/1/96

PAY TO THE  
ORDER OF

Town of New Windsor  
Three Hundred and 00/100

\$ 300.00

DOLLARS



MEMO

Variance # 96-23 Ramona L. Cuttica

⑆021300019⑆ 52250 43266 1372

RONALD G. CUTTICA  
RAMONA L. CUTTICA  
104 WILLOW AVE.  
NEW WINDSOR, NY 12553

29-17213  
5225043266

1371

DATE

10/1/96

PAY TO THE  
ORDER OF

Town of New Windsor  
Fifty and 00/100

\$ 50.00

DOLLARS



MEMO

Variance # 96-23 Ramona L. Cuttica

⑆021300019⑆ 52250 43266 1371

In the Matter of the Application of

RON CUTTICA

MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE

#96-23.

**WHEREAS, RON CUTTICA, 104 Willow Avenue, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a variation of Section 48-14B(1) of the Supplemental Yard Regulations prohibiting a 5 ft. fence around the perimeter of a pool, between the principle building and street, located at the above residence in an R-4 zone; and**

**WHEREAS, a public hearing was held on the 28th day of October, 1996 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and**

**WHEREAS, the Applicant appeared before the Board in his behalf; and**

**WHEREAS, there were two (2) spectators appearing at the public hearing; and**

**WHEREAS, a spectator, one Frank Reggerio, had several questions concerning the Application but did not oppose the granting of same; and**

**WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and**

**WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:**

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property which is the subject of this Application is a residential property located in a neighborhood of residential properties.

(b) The property is located on a corner because it is adjacent to an actual functioning road and a paper road which has never been developed but which appears on the subdivision map.

(c) The road designated as a paper road has been a paper road for approximately 40 years.

(d) The proposed fence is located at least 65 ft. from the existing road and approximately 40 to 50 ft. from the paper road.

(e) Without the requested variance in order to utilize the pool, a person leaving the house would have to come in to the yard and back through a gate into the pool. A very awkward arrangement.

(f) In the event of a medical emergency, the present construction of the fence requiring going into the yard first would hinder or delay persons getting to the emergency site.

(g) It appears from the existing surveys that the fence is at least ten feet from any neighboring property and that it does not interfere with or encroach upon the water line servicing the neighborhood.

(h) The fence if constructed as proposed will not interfere with the side lines nor with traffic.

(i) The Application is for an existing 5 ft. fence which complies with the requirements of the New Windsor Town Code for safety, but which conflicts with another part of the Town Code about fence height.

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted due to the peculiar nature of the property and that the location of the existing structure will enhance rather than detract from the value of the property.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed for the reason that the Applicant attempted to comply with the requirements of the Zoning Local Law at the time that both the fence and shed were constructed and believed that he had done so. Furthermore, the variance should be allowed because the location of the fence, in its present location, not in conformity with the Zoning Local Law, actually enhances and increases the value of the property.

6. The benefit to the Applicant, if the requested variance is granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 5 ft. fence around a pool in variation of Section 48-14B(1) of the Supplemental Yard Regulations at 104 Willow Avenue (corner lot) in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: January 08, 1997.

  
Chairman

Date 11/4/96, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Syamue Dr DR.  
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
12/4/96		Zoning Board Mtg	75.00	
		Misc - 2		
		Mucifore - 5		
		Andrews - 4		
		Royal Pools - 9		
		<del>GIL</del> 36.00		
		Panella - 3		
		30.00	139.50	
			214.50	

~~CUTTICA, RON~~

Mr. and Mrs. Ron Cuttica appeared before the board for this proposal.

MR. NUGENT: Request for 5 ft. fence around pool in variation of Section 48-14B(1) of the Supplemental Yard Regulations at 104 Willow Avenue (corner lot) in R-4 zone.

MR. CUTTICA: I guess the only thing I'm looking for is an approval on my fence around the pool. Again, Mrs. Barnhart has all my papers and pictures that I gave her.

MS. BARNHART: For the record, I sent out 59 addressed envelopes, here's my affidavit of service by mail to all adjacent property owners.

MR. KANE: Requirement in New Windsor for fence of five foot, correct?

MR. BABCOCK: That is correct.

MR. KANE: Which is one foot above state standards?

MR. BABCOCK: That is correct.

MR. KANE: The reason he's here is because it's a corner property?

MR. BABCOCK: It's a paper road, it's the typical problem we have in Beaver Dam, it's not a road, it's not built, but it's there and it could be built, who knows maybe in the future. This is an inground pool.

MR. NUGENT: It is?

MR. BABCOCK: Yes and the four foot fence is allowed anywhere on your property and the five foot can't project.

MR. KANE: Is that your pool?

MR. CUTTICA: No, that is my neighbor's pool. Right

now, the fence is okay, if I had to move my fence back, I submitted a new report to Michael, Michael came over to the house and we walked through everything together and I would, if I have to do it now, I would just have to take the fence and move it back, if I don't get an approval to my deck so I'm only, it's only like probably what, Mike?

MR. BABCOCK: It's four feet.

MR. CUTTICA: I'm looking for four feet.

MR. BABCOCK: More important for access if you look at the picture the way you come down the deck, his stairs are on the opposite side of the deck than the pool so when he comes down the stairs, he comes out into that yard.

MR. KANE: If he wasn't on the corner property, would he be here?

MR. BABCOCK: No.

MR. TORLEY: And paper road has been a paper road for 40 years, something like that.

MR. BABCOCK: Forever, it's never been built, there are two lots behind his house that people have talked about accessing and they have always talked about accessing from Hickory coming in but there's no road they would have to build a road to get into those lots.

MR. KANE: How far off the road is the proposed fence?

MR. CUTTICA: At least 65.

MR. KANE: No, the paper road.

MR. CUTTICA: Paper road is about--

MR. BABCOCK: 40 to 50 feet, that is an estimate.

MR. CUTTICA: Off the paper road right.

MR. KANE: I have no further questions.

MR. CUTTICA: This is, excuse me, I just want to give you, this is, Mike came over, we went everything today, this is how it is, this is the paper road, this is the main road, and this is how far the fence is, here's my deck, so if I had to, I would have to take this and bring it back four feet and like I said, I had Michael come over and make sure.

MR. TORLEY: Make an access to the pool more difficult?

MR. BABCOCK: He would come out of the house and come back into the yard and back through a gate into the pool.

MR. TORLEY: Or Heaven forbid there is a medical emergency, it would make it more difficult for the crew to get there?

MR. BABCOCK: Well, it's basically for himself coming out of the house, that is what he explained to me.

MR. CUTTICA: You'd have to come out and come back in general so--

MR. TORLEY: Who owns this road?

MR. REIS: Town property.

MR. TORLEY: Is it town property?

MR. BABCOCK: Yes.

MR. KANE: Can we open it up to the public?

MR. NUGENT: Any further questions? At this time, I'll open it up to the public, state your name and address for the stenographer please.

MR. FRANK RUGGERIO: My name is Frank Ruggerio, the fiancée of Eileen Stein, who owns lots 32 through 35.

MS. STEIN: The property behind the pool.

MR. RUGGERIO: Where the fence most closely borders, we



have a copy of Mr. Cuttica's drawing here and this is the part of the fence in question right here, this would be Eileen's property, it doesn't specify here the distance that fence would be from the property line.

MR. BABCOCK: It's ten feet.

MS. STEIN: I didn't get a notice the pool was being built or the fence, it looks very close to my property and the stake hasn't been there, the metal stake is missing.

MR. BABCOCK: It's ten feet from your property line and that is allowed by code.

MS. STEIN: How is it established because the survey is over ten years old and the stake was missing, we were just, I have never been to one of these so I am kind of lost.

MR. CUTTICA: That was my next question, what's the date of the last survey of record?

MR. BABCOCK: I don't even know if we have one.

MR. CUTTICA: Oh God, all I know is that, yeah, we had the same thing and I mean as far as what the pool is more than actually more than ten feet right, Michael, the pool is more than ten feet from the property that is a definite and the fence is probably I don't know a, a foot off that back property I guess or more, right, Mike, I mean--

MR. KANE: Did you have a professional company put the fence up?

MR. CUTTICA: Yes, I did.

MR. KANE: And they followed your survey?

MR. KANE: They normally stay a foot off of the property line.

MR. CUTTICA: They followed the survey.

MS. STEIN: Between our two properties is Beaver Dam Lake water line how does that affect either one of our properties?

MR. CUTTICA: My fence is probably 15 feet away from that, there's a main line that runs through whatever but that is--

MR. NUGENT: You have a right-of-way on that, Mike, that line has a right-of-way?

MR. BABCOCK: It doesn't appear here, I'm not sure.

MR. NUGENT: Sir, to answer your question, the date that I have on this drawing that was submitted was June 24, 1985.

MR. CUTTICA: Okay, we have noted that the original stake has been replaced, we don't know that it has been moved but it has been replaced. So if the fence company was basing their measurements on a stake from a survey from 1985, there's a question there, I'm not saying Mr. Cuttica is encroaching on our property, I'm just saying that I think a survey should be done before any fence proceeds.

MS. STEIN: If I understand you right, it's up already?

MR. CUTTICA: It's up.

MR. BABCOCK: The reason, not the fence, not the part of the fence by your property, it's the fence that goes up along the dirt road, the paper road, you're in the back.

MR. CUTTICA: Excuse me, Michael, this pipe here which is this shows you my property line, okay, I'm over here all the way across that.

MS. STEIN: This is your 109 feet?

MR. CUTTICA: Yes.

MS. STEIN: If you stand at the side of the shack, that is my property line because my grandfather in 1933,

they built all that.

MR. CUTTICA: I am in from that pipe.

MS. STEIN: That was my only concern but I never had, never got notices before so I didn't know how this worked.

MR. CUTTICA: I applied for a building permit, I went through all the proper channels, the only thing that I don't know if you should of gotten something like that, I have no idea but--

MS. BARNHART: Only if they need a variance and they have to go for a public hearing then you would get a notice.

MS. STEIN: My concern was the water line, Beaver Dam water line being between our properties, how much from that line in?

MR. CUTTICA: I'm away from that.

MR. KRIEGER: Mr. Chairman, if I may?

MS. STEIN: Just looked like your pool was really close to where--

MR. CUTTICA: But it's not even close to that, there's a good 15 or 20 feet from that, in fact, I put, in fact, what I did is because there's a valve right there I put a stake, I put a stake there, I put a stake and I painted it blue so people know that is where the water line is.

MR. KRIEGER: It should be understood that regardless of what this board does, whether they grant a variance or don't grant a variance, they are powerless to give them permission to encroach on somebody else's property. So if it is, it doesn't matter what this board does, you can't come back and say well, I got a variance from the zoning board so I am allowed to, he's not allowed to encroach if there's a right-of-way and it's a town right-of-way, over the water line, he's not allowed to encroach on that, that is up to the town to

endorse. Nothing this board does can change that.

MS. STEIN: Thank you very much.

MR. NUGENT: I'll close the public hearing and open it back up to the board for any further questions.

MR. REIS: Accept a motion?

MR. NUGENT: Yes, I will.

MR. KRIEGER: Mr. Chairman, if I may, the fence would, addressing my question to Mr. Babcock, this fence would not apparently interfere with the sight lines?

MR. BABCOCK: No.

MR. KRIEGER: Traffic.

MR. BABCOCK: No.

MR. KANE: We are 40 to 50 feet off the proposed roadway, which is, which in no way is going to impose on the view?

MR. BABCOCK: Right.

MR. TORLEY: And the applicant is complying with Town Code for safety on the pool?

MR. BABCOCK: For a five foot fence.

MR. TORLEY: Which conflicts with another part of the town code about fence height?

MR. BABCOCK: That is correct.

MR. TORLEY: So he is going with the safety?

MR. BABCOCK: Right.

MR. NUGENT: Any further questions? I'll accept a motion.

MR. REIS: I make a motion that we grant Ron and Ramona

October 28, 1996

27

Cuttica requested variance.

MR. KANE: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. TORLEY: Perhaps this would be a good point for our attorney to discuss with the town attorney modification of the code so people are trying to have a pool with the right fence don't have to keep coming back to us.

MR. KRIEGER: If you would simply make a note in the minutes when I review it, then I can pick it up and I'll be happy to discuss that.

MR. NUGENT: Talking about the four to five foot?

MR. TORLEY: Yeah, where there's a conflict in the code that the town ought to resolve, we shouldn't be resolving conflicts in the code.

MR. NUGENT: Make a note in the minutes to that.

*Prelim.*  
*May 13, 1996.*  
*#96-23.*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: APRIL 15, 1996

APPLICANT: RON AND RAMONA CUTTICA  
104 WILLOW AVENUE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: APRIL 11, 1996  
FOR (BUILDING PERMIT): INGROUND POOL WITH 5FT. FENCE  
LOCATED AT: 104 WILLOW AVENUE

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION: 63, BLOCK: 1, LOT: 10  
EXISTING ONE FAMILY DWELLING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. A 5FT. FENCE CANNOT BE ERECTED BETWEEN THE PRINCIPLE BUILDING AND THE STREET.

*Sec. 48-14 B(1) (Existing) Corner Lot.*

*Paul Schmidt*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE: R-4      USE

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

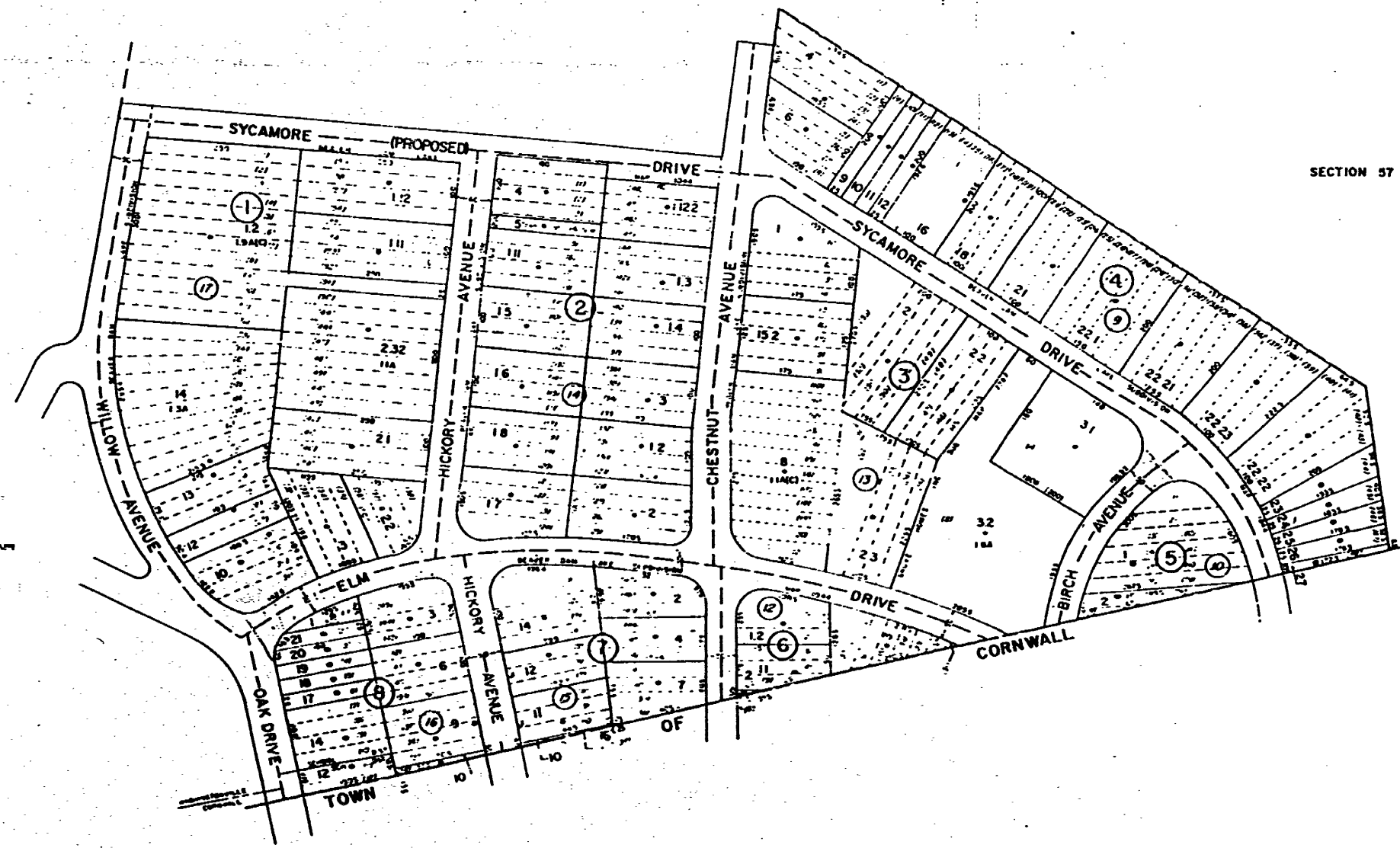
CC: Z.B.A., APPLICANT, B.P. FILES.

Paper Street  
Critical Parcel

SECTION 57

SECTION 57

SECTION 62



RECEIVED APR 11 1996

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing form are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floor and under slab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection notice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permit must be obtained along with building permit for new houses.
12. Septic permit must be submitted with engineer's drawing and per test.
13. Road opening permit must be obtained from Town Clerk's office.
14. All building permit will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Ron & Ramona Cuttica  
Address 104 Willow Ave, New Windsor NY 12553 Phone 914-496-6591  
Mailing Address Same -  
Name of Architect Same as below - Monarch Pools  
Address 180 Furter St, Totowa NJ 07512 Phone 914-355-7665  
Name of Contractor Monarch Pools, Inc  
Address 180 Furter St, Totowa NJ 07512 Phone 201-914-355-7665  
State whether applicant is owner, lessee, agent, architect, engineer or builder Owner  
If applicant is a corporation, signature of duly authorized officer:

\_\_\_\_\_  
(Name and title of corporate officer)



# RETAKE OF PREVIOUS DOCUMENT

RECEIVED APR 11 1996

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floor and under slab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection notice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permit must be obtained along with building permit for new houses.
12. Septic permit must be submitted with engineer's drawing and per test.
13. Road opening permit must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Ron & Ramona Cuttica

Address 104 Willow Ave, New Windsor NY 12553 Phone 914-496-6591

Mailing Address Same -

Name of Architect Same as below - Monarch Pools

Address 180 Furler St, Totowa NJ 07512 Phone 914-355-7665

Name of Contractor Monarch Pools Inc

Address 180 Furler St, Totowa NJ 07512 Phone 201-914-355-7665

State whether applicant is owner, lessee, agent, architect, engineer or builder Owner

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # \_\_\_\_\_

1. On what street is property located? On the \_\_\_\_\_ side of W. 110th Avenue  
and \_\_\_\_\_ (N, S, E or W)  
feet from the intersection of \_\_\_\_\_
2. Zone or use district in which premises are situated Single family Is property's flood zone? Y N X
3. Tax Map Description: Section 63 Block 1 Lot 10
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
  - a. Existing use and occupancy Single family
  - b. Intended use and occupancy pool - single famil
5. Nature of work (check if applicable) New Bldg ☐ Addition ☒ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? paper road YES IN-6NO pool w/5' fence
7. Dimensions of entire new construction. Front 22'-0" w/ 32'-0" L Depth 37'-6" Height 11'-4" No. of stories N/A
8. If dwelling, number of dwelling units: N/A Number of dwelling units on each floor N/A

Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Tubs \_\_\_\_\_  
 Heating Plant Gas \_\_\_\_\_ Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_  
 If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost \$ 50  
 (To be paid on this Application)
11. School District Washingtonville

Cost for the work described in the Application for Building Permit includes the cost of all the construction and other work done in accordance with the minimum, maximum of the cost of the work. If the applicant shall caused estimated cost an additional fee may be required before the issuance of Certificate of Occupancy.

4/15/96

APPLICATION FOR BUILDING PERMIT  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK  
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock  
Asst. Inspectors: Frank Lisi, Ernst Schmidt  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York 12553  
(914) 563-4615  
(914) 563-4693 FAX

Edg Insp Examined Schmidt  
Fire Insp Examined \_\_\_\_\_  
Approved \_\_\_\_\_  
Disapproved X  
Permit No. \_\_\_\_\_

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☒

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and building on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

[Signature]  
(Signature of Applicant)

104 Willow Ave New Windsor NY 12553  
(Address of Applicant)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicants must indicate the building line or lines clearly and distinctly on the drawings.

N

R-4  
well  
sewer  
-9

- 35'  
- 15'  
- 40'

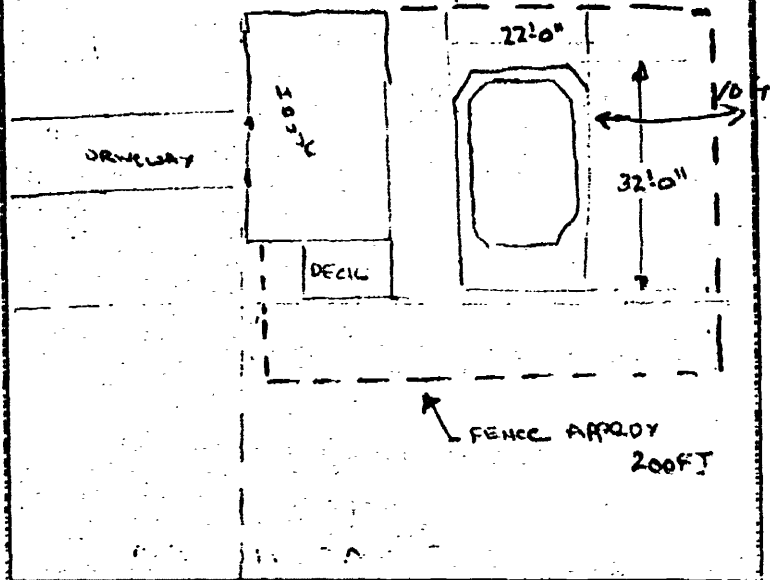
W

33'0"

NOTE  
POOL 10'-0"  
FROM HOUSE

POOL DIM. 14' X 28'  
CONCRETE - 4FT AROUND POOL  
10FT SOUTH END

TOTAL DIM - 32'-0" - 22'-0"



E

ELM DRIVE NO ROAD PAPER  
GRASS ROAD

S

10/28/96 Public Hearing - #96-23- Cuthbert

Name

Address.

Eileen Stone

321 Little Britain Rd Newburgh

FRANK REGGERO

"

"

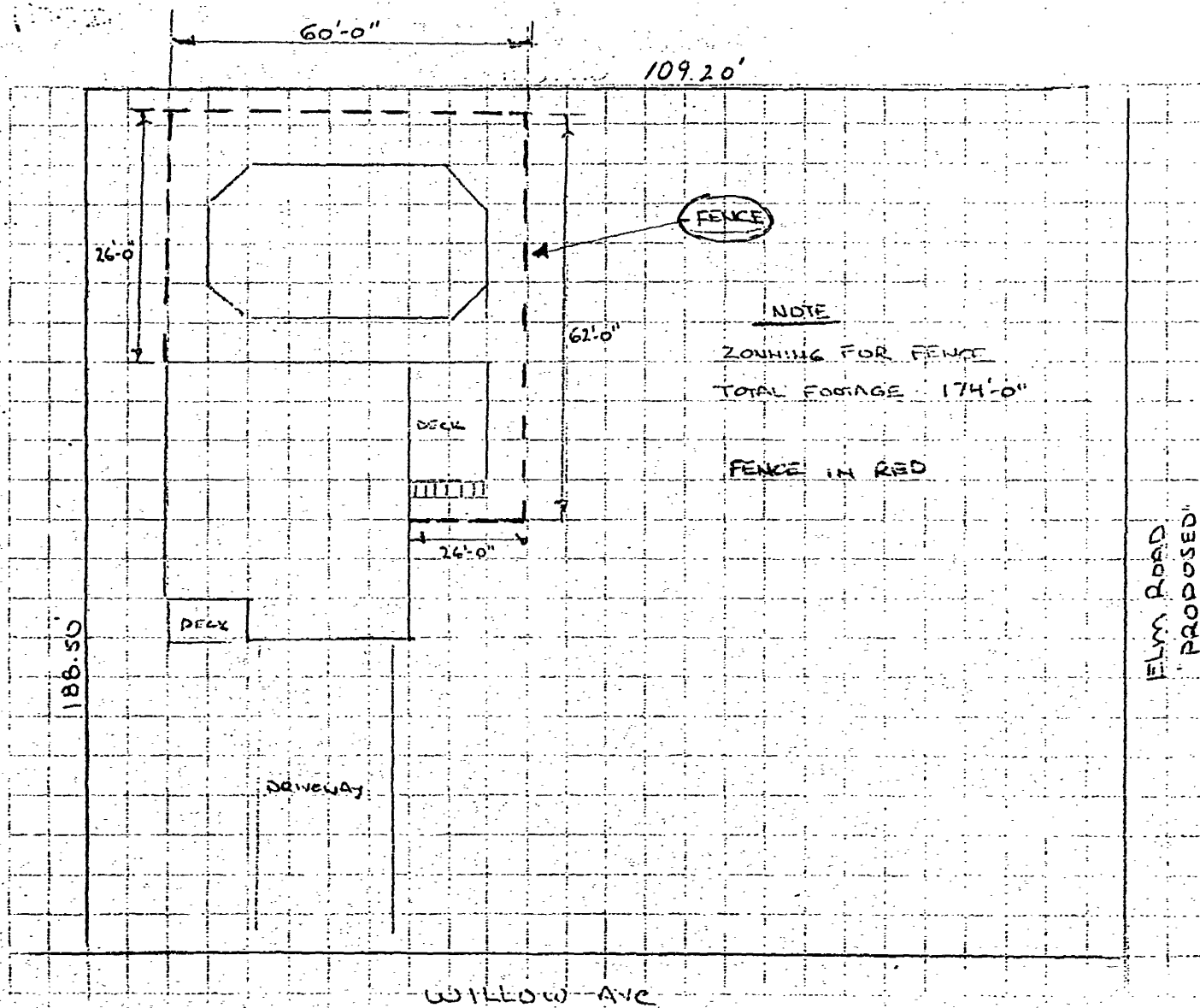
"

"

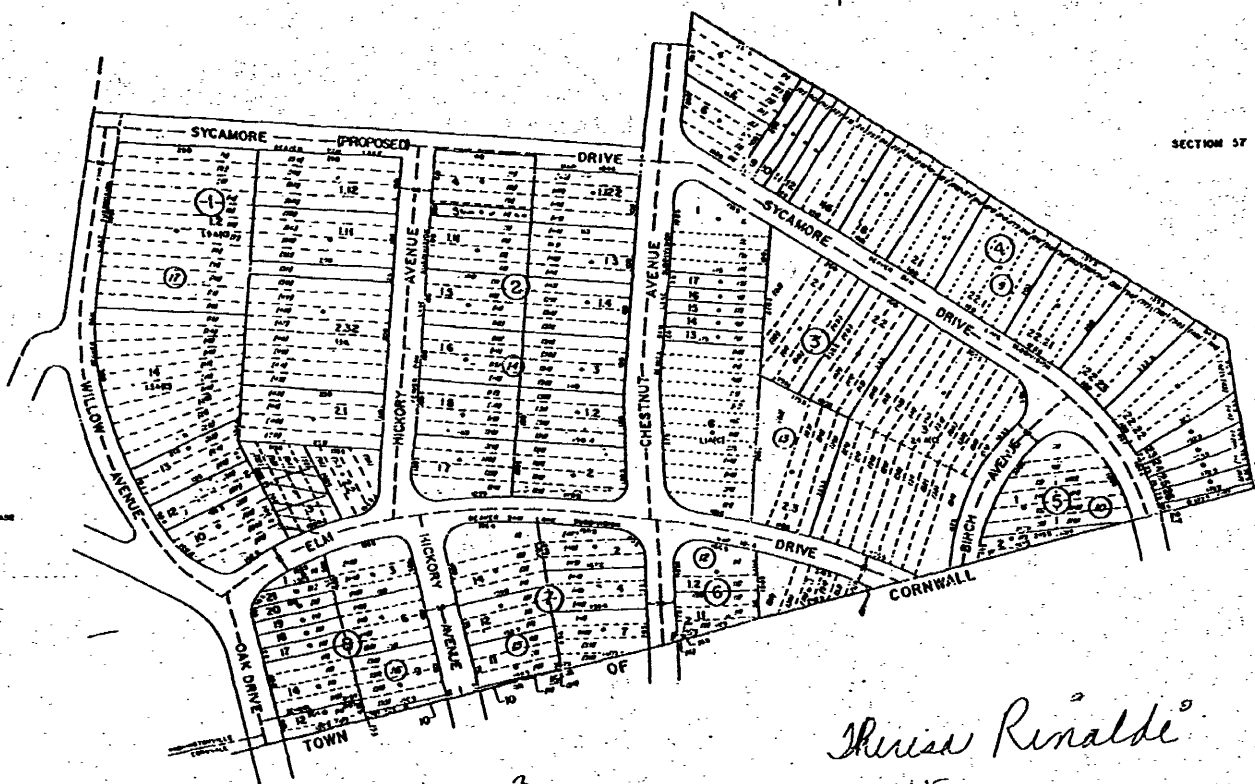
"

3/25/









SECTION 57

Went to the town

63.1.3

Theresa Rinaldi

45 Ave O  
Brooklyn NY

11204  
(ERNE)

63-1-10



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

59

September 25, 1996

Romona & Ron Cuttica  
104 Willow Ave.  
New Windsor, NY 12553

Dear Mr. & Mrs. Cuttica:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge of this service is \$75.00, minus your deposit of \$25.00, leaves a balance due of \$50.00.

Sincerely,

*Leslie Cook /c.d.*

LESLIE COOK  
Sole Assessor

/cd  
Attachments

cc: Patricia A. Barnhart, ZBA

Ryan, John E. & Denise M.  
155 Hickory Ave.  
New Windsor, NY 12553

Morin, Andre  
643 Route 9 W  
Middlehope, NY 12550

Rossini, Lawrence D. & Kathleen A.  
139 Hickory Ave.  
New Windsor, NY 12553

Rossini, Ralph & Yolanda  
145 Hickory Ave.  
New Windsor, NY 12553

Shilling, C. Martha & Eileen F. Stine  
37 Hibiscus Dr.  
Ormond Beach, Fl 32176

Laux, Frederick & Florence  
RD 4 Willow Ave  
New Windsor, NY 12553

Ferris, William & Margaret A.  
RD 4 Willow Ave  
New Windsor, NY 12553

Scarazzini, Gilbert  
Box 294, Willow Ave.  
New Windsor, NY 12553

Doyle, Edward G. & Mary J  
RD 4 Hickory Ave.  
New Windsor, NY 12553

Eggers, Jim W. & Theresa E.  
45 Chestnut Ave.  
New Windsor, NY 12553

Makofske, Raymond C. & Nancy A.  
150 Hickory Ave.  
New Windsor, NY 12553

Albarino, John & Maureen T.  
Box 266C, RD 4, Hickory Ave.  
New Windsor, NY 12553

Loniak, James A. & Luanne Paton  
RD 4 Hickory Ave.  
New Windsor, NY 12553

Loughlin, Leroy A. & Genevieve M.  
110 Main St.  
PO Box 246  
Hackensack, NJ 07602

Carbone, Pasquale & Frances  
41 Chestnut Ave.  
New Windsor, NY 12553

Schmidt, Carole  
49 Chestnut Ave.  
New Windsor, NY 12553

Thornton, Cecil J. & Roma L.  
35 Chestnut Ave.  
New Windsor, NY 12553

Sherwood, Christopher J. & Lynn E.  
33 Chestnut Ave.  
New Windsor, NY 12553

Toth, Stephen  
29 Chestnut Ave.  
New Windsor, NY 12553

Roberts, Victor J. & Anna D.  
c/o Carol Indiveri  
23 Lancelot Lane  
Basking Ridge, NJ 07920

Mangiaracina, Jack C. & Charles G. & Joseph Jr.  
c/o Carmela Mangiaracina  
122 Hickory Ave.  
New Windsor, NY 12553

Rosselli, Albert V. & Margaret M.  
2 Pope Street  
Levittown, LI, NY 11756

Wald, Carl F. & Marianne  
265 Hickory Ave.  
New Windsor, NY 12553

Bothwell, James & Karen  
RD 1, Box 692 Arbor Road  
Campbell Hall, NY 10916

Newcomb, Joann  
131 Hickory Ave.  
New Windsor, NY 12553

Tesar, William C. & Stephanie L.  
Box 270 Hickory Ave.  
New Windsor, NY 12553

Lundstrum, Eric A.  
271 Hickory Ave.  
New Windsor, NY 12553

Linden, Hans & Margaret  
Box 272 Hickory Ave.  
New Windsor, NY 12553

Farrell, Robert G. & Charlotte M.  
12 Oak Drive  
New Windsor, NY 12553

Savino, Domenick  
238-26 115th Terrace  
Elmont, NY 11003

Lovely, Robert C. & Mary E.  
Box 286B Oak Drive  
New Windsor, NY 12553

Casey, Brian  
22 Maple Ave.  
New Windsor, NY 12553

Lorenzen, Keith  
20 Maple Ave.  
New Windsor, NY 12553

Davis, Ellen &  
Ciano, Julia A.  
610 Ovington Ave.  
Brooklyn, NY 11209

Vella, Charles & Frederica  
14 Maple Ave.  
New Windsor, NY 12553

Kuriplach, Andrew R. & Elizabeth  
38 Oak Drive  
New Windsor, NY 12553

Sarnowski, Richard G.  
34 Oak Drive  
New Windsor, NY 12553

Abouelezz, Ahmed & Grace  
Box 295 Oak Drive  
New Windsor, NY 12553

Ciccione, Paul M. & Joanne  
Maple Ave., Box 495  
New Windsor, NY 12553

Kelly, James G. & Marie A.  
Oak Drive  
New Windsor, NY 12553

Law, Walter & Deborah C.  
RD 4 Oak Drive Box 299  
New Windsor, NY 12553

Tretola, Joseph & Debra  
33 Oak Dr.  
New Windsor, NY 12553

VanderEssen, Adeline  
315 Shore Drive  
New Windsor, NY 12550

Moschitta, Micheal & Loretta  
29 Oak Dr.  
New Windsor, NY 12553

Cardinal, Thomas & Andrea  
23 Oak Dr.  
New Windsor, NY 12553

Carlough, Joan M.  
301 Oak Dr. RD4  
New Windsor, NY 12553

Vassas, Robert & Lynnea  
302 Oak Dr. RD4  
New Windsor, NY 12553

Bombardi, Joseph & Columbia Consigli  
34-09 Bell Boulevard  
Bayside, NY 11361

Scalia, Michael F.  
190 Shore Dr.  
New Windsor, NY 12553

Palmer, Melville L. Jr.  
194 Shore Dr.  
New Windsor, NY 12553

White, Jerry K.  
202 Shore Dr.  
New Windsor, NY 12553

Spindel, Carlotta  
9014 Indian River Run  
Boyton Beach, FL 33437

Monteforte, Gregory & Odile M.  
212 Shore Dr.  
New Windsor, NY 12550

Mylonas, Chris Tomas & Gloria  
216 Shore Drive  
New Windsor, NY 12553

Zumbo, Mario & Jenel La Perla  
207 Shore Dr.  
New Windsor, NY 12553

Broadhurst, Robert Jr.  
36 Bull Rd.  
Washingtonville, NY 10992

Lindemann, Marjorie A. & Emery Leslie A.  
502 Shore Dr.  
New Windsor, NY 12553

Kurz, Anna  
Box 503 Shore Dr.  
New Windsor, NY 12553

Vecchio, Mary C.  
189 Shore Drive  
New Windsor, NY 12553

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----x  
In the Matter of Application for Variance of

Ron & Ramona Cuttica

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#96-23  
-----x

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On October 1, 1996, I compared the 59 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
day of Dec. 2, 1996.

Mary Ann Hotaling  
Notary Public

MARY ANN HOTALING  
Notary Public, State of New York  
No. 01HO5062877  
Qualified in Orange County  
Commission Expires July 8, 1998

(TA DOCDISK#7-030586.AOS)



Pls. publish on Oct. 3rd - Send bill to Applicant at below address.

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 23

Request of Ron and Ramona Cuttica

for a VARIANCE of the Zoning Local Law to permit:

an existing 5 ft. fence between the principle  
building (residence) and street;

being a VARIANCE of Section 48-14 B (1) - Supplementary  
Yard Reqs.,

for property situated as follows:

4 Willow (formerly 104) Avenue, New Windsor,  
N.Y. 12553

known as tax lot Section 63 Block 1 Lot 10.

SAID HEARING will take place on the 28th day of October,  
1996., at New Windsor Town Hall, 555 Union Avenue, New Windsor,  
New York, beginning at 7:30 o'clock P. M.

James Nugent.  
Chairman

By: Patricia A. Barnhart, Secy.

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE (This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

Robert K. Whaley and  
Janice B. Whaley  
TO  
Ronald G. CUTTICA AND  
Ramona L. CUTTICA

RECORD AND RETURN TO:  
(Name and Address)

J. Martin Cornell Esq  
14 So. Main St  
New City NY 10956

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 057256 DATE \_\_\_\_\_ AFFIDAVIT FILED \_\_\_\_\_ 19 \_\_\_\_\_

INSTRUMENT TYPE: DEED ☒ MORTGAGE \_\_\_\_\_ SATISFACTION \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ OTHER \_\_\_\_\_

BG20 Blooming Grove \_\_\_\_\_  
CH22 Chester \_\_\_\_\_  
CO24 Cornwall \_\_\_\_\_  
CR26 Crawford \_\_\_\_\_  
DP28 Deerpark \_\_\_\_\_  
GO30 Goshen \_\_\_\_\_  
GR32 Greenville \_\_\_\_\_  
HA34 Hamptonburgh \_\_\_\_\_  
HI36 Highland \_\_\_\_\_  
MK38 Minisink \_\_\_\_\_  
ME40 Monroe \_\_\_\_\_  
MY42 Montgomery \_\_\_\_\_  
MH44 Mount Hope \_\_\_\_\_  
NT46 Newburgh (T) \_\_\_\_\_  
NW48 New Windsor ☒  
TU50 Tuxedo \_\_\_\_\_  
WL52 Wallkill \_\_\_\_\_  
WK54 Warwick \_\_\_\_\_  
WA56 Wawayanda \_\_\_\_\_  
WO58 Woodbury \_\_\_\_\_  
MH09 Middletown \_\_\_\_\_  
NC11 Newburgh \_\_\_\_\_  
PJ13 Port Jervis \_\_\_\_\_  
9999 Hold \_\_\_\_\_

SERIAL NO. \_\_\_\_\_

Mortgage Amount \$ \_\_\_\_\_

Exempt Yes \_\_\_\_\_ No \_\_\_\_\_

Received Tax on above Mortgage \_\_\_\_\_

Basic \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

Spec. Add. \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

MARION S. MURPHY  
Orange County Clerk

by: \_\_\_\_\_

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 1 day of June 1987 at 9:29  
O'clock A M. in Liber/Film 2720  
Deed at page 301 and examined.

Marion S. Murphy  
County Clerk

CHECK ☒ CASH ☒ CHARGE

MORTGAGE TAX \$ 460  
TRANSFER TAX \$ 11  
RECORD. FEE \$ 5  
REPORT FORMS \$ 5  
CERT. COPIES \$ 1

1163  
RECEIVED  
\$ 460  
REAL ESTATE  
JUN 1 1987  
TRANSFER TAX  
ORANGE COUNTY

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INSTRUMENT, made the 20 day of May, nineteen hundred and Eighty-Sixteen  
BETWEEN ROBERT K. WHALEY and JANICE B. WHALEY, both residing at 369 Bristol-  
Champion Townline Road, Bristolville, Ohio 44462

party of the first part, and RONALD G. CUTICA and ROSINA L. CUTICA, both residing at  
Diplomat Gardens, Apt. B-9, Route 50, Plaquemine, New York 10968

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate,  
lying and being in the Town of New Windsor, County of Orange and State of New York,  
As shown on a map entitled "Hawser Dam Lake, Section 1, Lands of Henry Russell  
Russell, Towns of Cornwall and New Windsor" dated April 22, 1931, designated  
as lots 28 thru 31 in Block 17 on file in the Office of the Clerk of Orange  
County and bounded and described as follows:

BEGINNING at a point in the easterly road boundary of a Town Road known as  
Willow Avenue and in the division line between lot 27 and lot 28, said point  
being the northwesterly corner of the parcel to be conveyed, and runs thence:

N 77 degrees - 54' E along the division line between lot 27 and lot 28 188.50  
feet to a point, said point lying in the westerly line of lot 32 and runs  
thence:

S 12 degrees - 06' E along the westerly line of lot 32 109.20 feet to a point  
in the northerly boundary of a proposed road designated as Elm Drive and runs  
thence the following eleven chord courses of the curving northerly road boundary  
of proposed Elm Drive and the curving easterly road boundary of Willow Avenue;  
(1) S 74 degrees-45' N 20.03 feet; (2) S 72 degrees-28' N 20.09 feet; (3) S 71  
degrees-03' N 20.14 feet; (4) S 70 degrees-13' N 20.18 feet; (5) S 70 degrees-  
13' N 20.18 feet; (6) S 80 degrees-46' N 20.02 feet; (7) N 77 degrees-52' W  
22.93 feet; (8) N 50 degrees-46' W 44.82 feet; (9) N 30 degrees-53' W 26.10 feet;  
(10) N 27 degrees-44' 30" W 25.96 feet; (11) N 23 degrees-25' W 25.50 feet to  
the point of beginning.

SUBJECT to easements, covenants and restrictions of record

BEING the same premises conveyed in a deed from Gary A. Mestved and Mary H.  
Mestved to Robert K. Whaley and Janice B. Whaley, dated July 3, 1985 and re-  
corded in the Orange County Clerk's Office on July 18, 1985 in Liber 2384 of Deeds  
at Page 155.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
roads abutting the above described premises in the town line thereof; TOGETHER with the appurtenances  
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD  
the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of  
the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby  
the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first  
part will receive the consideration for this conveyance and will hold the right to receive such consideration as a  
trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to  
the payment of the cost of the improvement before using any part of the total of the same for any other purpose.  
The word "party" shall be construed as if it said "parties" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above  
written.

In presence of:

Robert K. Whaley

Janice B. Whaley

0220 - 000

STATE OF OHIO, COUNTY OF Franklin  
On the 30th day of May 1987, before me  
personally came Robert K. Whaley and  
Janice B. Whaley

to me known to be the individuals described in and who  
executed the foregoing instrument, and acknowledged that  
they executed the same.

*William L. Callard*  
Notary Public  
WILLIAM L. CALLARD, Notary Public  
STATE OF OHIO  
My Commission Expires Oct. 6, 1987

STATE OF NEW YORK, COUNTY OF  
On the day of 19, before me  
personally came

to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me  
personally came  
to me known, who, being by me duly sworn, did depose and  
say that he resides at No.

that he is the  
of the corporation described  
in and which executed the foregoing instrument; that he  
knows the seal of said corporation; that the seal affixed  
to said instrument is such corporate seal; that it was so  
affixed by order of the board of directors of said corporation,  
and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me  
personally came  
the subscribing witness to the foregoing instrument, with  
whom I am personally acquainted, who, being by me duly  
sworn, did depose and say that he resides at No.

that he knows  
to be the individual  
described in and who executed the foregoing instrument;  
that he, said subscribing witness, was present and saw  
execute the same; and that he, said witness,  
at the same time subscribed his name as witness thereto.

Margain and Sale Deed  
WITH COVENANT AGAINST GRADIENT'S ACTS  
TITLE No.  
ROBERT K. WHALEY AND JANICE B. WHALEY

TO  
RONALD G. CUTTICA AND RAMONA L. CUTTICA

SECTION 63  
BLOCK 1  
LOT 10  
NEEDHAMSTOWN of New Windsor

RETURN BY MAIL TO:

J. Martin Cornell Esq.  
14 So. Main St.  
New City NY 10956

Reserve this space for use of Recording Office.

2730 303



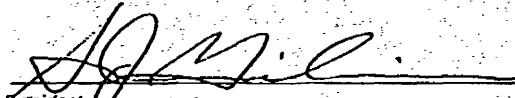
## Policy of Title Insurance

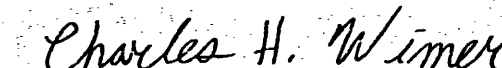
GO 4328

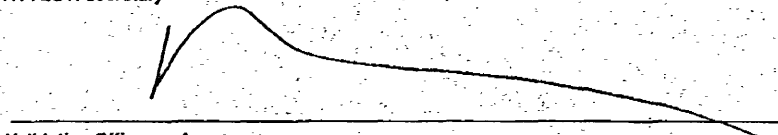
IN CONSIDERATION OF the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of the policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

IN WITNESS WHEREOF, Title USA Insurance Corporation of New York has caused this policy to be signed and sealed on its date of issue set forth herein.



  
President

  
ATTEST: Secretary

  
Validating Officer or Agent

GOSHEN SEARCHERS, INC.  
20 SCOTCHTOWN AVENUE  
GOSHEN, NEW YORK 10924

Name of Insured

RONALD G. CUTTICA AND  
 RAMONA L. CUTTICA

Policy No.

027 1014

GO 4328

Amount of

Insurance \$110,000.00

The estate or interest insured by this policy is **Fee Simple**  
 vested in the insured by means of

Date of Issue June 1, 1987

Deed dated May 20, 1987 made by Robert K. Whaley and  
 Janice B. Whaley to the insured, and recorded June 1,  
 1987 in the Orange County Clerk's Office in Liber 2720  
 cp. 301.

**Schedule A**

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

**Schedule B**

The following estates, interests, defects, objection to title, liens and incumbrances and other matters are excepted from the coverages of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the used, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the liens of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

Continued

SCHEDULE "A"  
GO 4328

ALL that piece or parcel of land situate in the Town of New Windsor, County of Orange and State of New York, as shown on a map entitled "Beaver Dam Lake, Section 1, Lands of Henry Powell Ramsdell, Towns of Cornwall and New Windsor" dated April 22, 1931, designated as lots 28 thru 31 in Block 17 on file in the Office of the Clerk of Orange County and bounded and described as follows:

BEGINNING at a point in the easterly road boundary of a Town Road known as Willow Avenue and in the division line between lot 27 and lot 28, said point being the northwesterly corner of the parcel to be conveyed, and runs thence;

N 77° - 54' E along the division line between lot 27 and lot 28 188.50 feet to a point, said point lying in the westerly line of lot 32 and runs thence;

S 12° - 06' E along the westerly line of lot 32 109.20 feet to a point in the northerly boundary of a proposed road designated as Elm Drive and runs thence the following eleven chord courses of the curving northerly road boundary of proposed Elm Drive and the curving easterly road boundary of Willow Avenue;

- (1) S 74° - 45' W 20.03 feet;
- (2) S 72° - 28' W 20.09 feet;
- (3) S 71° - 03' W 20.14 feet;
- (4) S 70° - 13' W 20.18 feet;
- (5) S 70° - 13' W 20.18 feet;
- (6) S 80° - 46' W 20.02 feet;
- (7) N 77° - 52' W 21.93 feet;
- (8) N 50° - 46' W 44.82 feet;
- (9) N 30° - 53' W 26.10 feet;
- (10) N 27° - 44' 30" W 25.96 feet;
- (11) N 23° - 25' W 25.50 feet to the point of beginning.

SCHEDULE B  
TITLE NO. GO 4328  
POLICY NO. 271014

7. Rights, if any, in favor of any electric light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which said premises abut, but policy does insure, however, that there are no such agreements of record in connection herewith except as shown herein.
8. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy insures, however, that there are no such agreements of record in connection herewith, except as shown herein.
9. The exact acreage of the premises herein are not insured.
10. Riparian rights, if any, in favor of the premises herein are not insured.
11. Rights of others to drain through creeks, or streams, if any, which cross premises and the natural flow thereof is excepted.
12. Survey dated June 24, 1985 by William C. Price shows premises with two-story frame house with attached deck within bounds; shows drive (partially macadam and partially blue shale) serving premises from and continuing into right of way of Willow Avenue; no utility lines or easements shown.

Inspection completed May 11, 1987 shows no changes except:

- 1) Utility lines cross premises to serve house.
  - 2) Concrete walk along southerly side of house.
  - 3) Concrete slab and A/C unit at northeast corner of house.
  - 4) Utility lines at westerly side of premises - appears to be partially within bounds.
13. Covenants and Restrictions: Liber 833 cp. 183 - Liber 887 cp. 392.
- Grants: Liber 1098 cp. 377.
14. No lake, beach, swimming or similar rights are insured.
  15. Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the street adjacent thereto.

Continued



**PAGE 2**  
**SCHEDULE "B"**  
**TITLE NO. GO 4328**

16. No lands lying in the bed or right-of-way of any street or road abutting or bounding premises are insured.
17. Rights of present tenants. lessees or parties in possession.
18. Subject to mortgage made by Ronald G. Cuttica and Ramona L. Cuttica to Marine Midland Bank, N.A., in the amount of \$88,000.00, dated May 27, 1987 and recorded June 1, 1987 in Liber 2680 mp. 145.

# Conditions of this Policy

## 1. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and wherever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means Title USA Insurance Corporation of New York.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

## 2. Defense and Prosecution of Suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

## 3. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest or a mortgage and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording office has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

## 4. Notice of Claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

## 5. Payment of Loss

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy, or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy, or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting and umpire. Such valuation, less the amount of any incumbrances; on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company of its designee at such valuation, diminished as aforesaid. The foregoing option to fix as valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

## 6. Co-insurance and Apportionment

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceeding, and shall apply to that portion of losses which exceed in the aggregate ten percent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

#### 7. Assignment of Policy

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall enure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the Company rate manual filed with the Superintendent of Insurance of the State of New York on behalf of this Company for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

#### 8. Subrogation

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

#### 9. Misrepresentation

Any untrue statement made by the insured, with respect to any material fact or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

#### 10. No Waiver of Conditions

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

#### 11. Policy Entire Contract

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

#### 12. Validation and Modification

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

## Title USA Insurance Corporation of New York

### New York State Offices

**Albany County**  
90 State Street, Albany, N.Y. 12207  
(518) 472-9161

**Nassau County**  
170 Jericho Turnpike, Floral Park, N.Y. 11001  
(516) 354-8500 (718) 347-2010

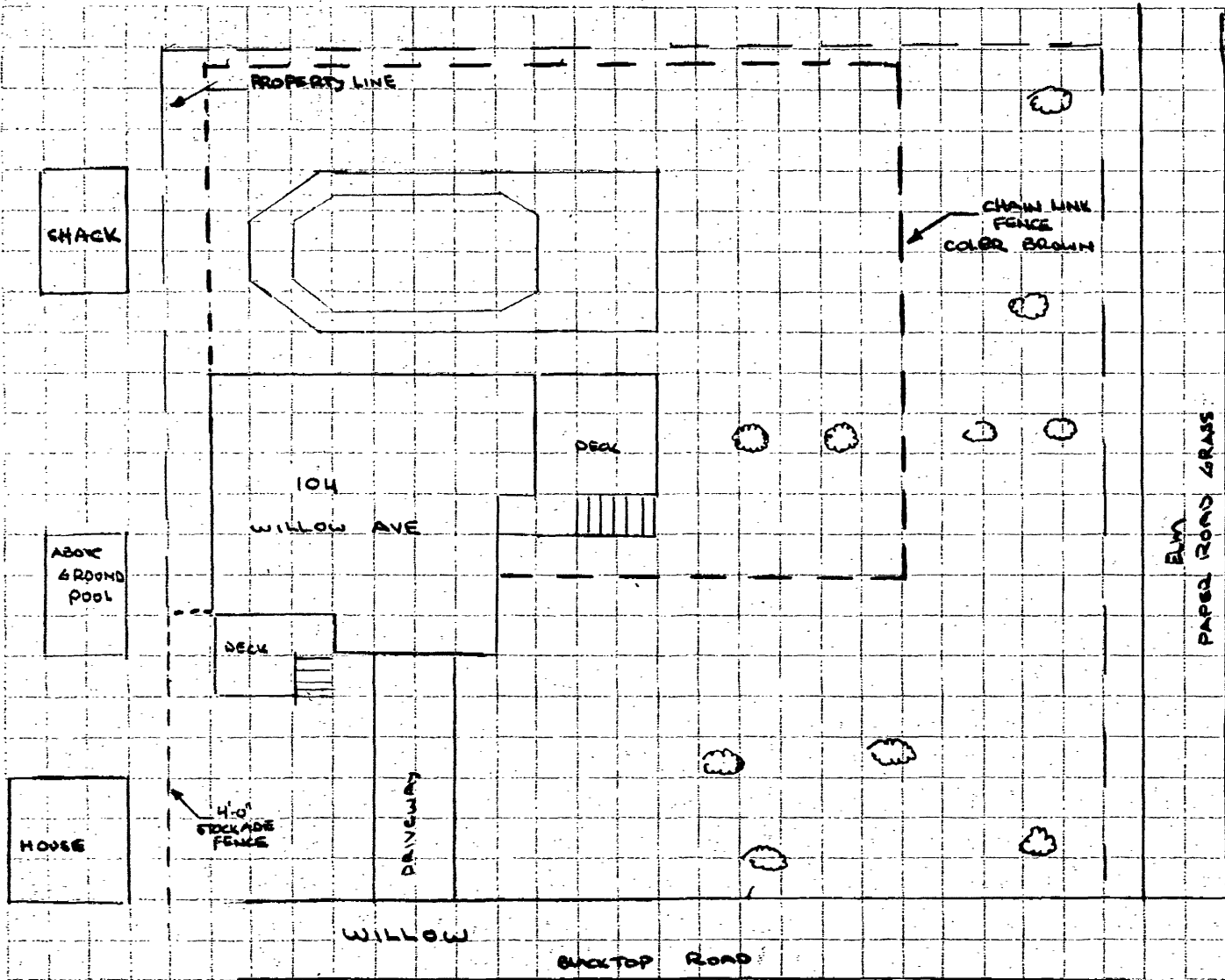
**New York County**  
120 Broadway, New York, N.Y. 10271  
(212) 732-9760

**Queens County**  
90-15 Sutphin Boulevard, Jamaica, N.Y. 11435  
(718) 739-4001

**Rockland County**  
2 New Hempstead Road, New City, N.Y. 10956  
(914) 634-3612 (212) 292-1528

**Suffolk County**  
127 W. Main Street, Riverhead, N.Y. 11901  
(516) 727-4140 (212) 962-1445

**Westchester County**  
235 Main Street, White Plains, N.Y. 10601  
(914) 948-4040 (212) 824-0404



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
APPLICATION FOR VARIANCE

# 96-23  
Date: 9/13/96

I. Applicant Information:

- (a) CUTICA, RON + RAMONA, 4 Willow Ave, New Windsor, NY 12553 496-6591  
(Name, address and phone of Applicant) (Owner)
- (b) N/A  
(Name, address and phone of purchaser or lessee)
- (c) N/A  
(Name, address and phone of attorney)
- (d) Premier Fence, P.O. Box 297, Washingtonville, NY 10992 496-6717  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-4 4 Willow Ave, New Windsor NY 12553 63-1-10 3/4 acre  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 1987
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no  
If so, when? n/a
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-148(1) ~~Table~~ of Supp. Yard Regs. ~~Regs.~~ Col.

*Fence - 5' - Cannot be erected between the principle building and the street.*

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance: The fence we are requesting poses no detriment to the health, safety or welfare of the neighborhood or community, and poses no undesirable changes to the character of the neighborhood or nearby property. By law we are required to have a 4' fence around a pool. Our home is on a 'corner' of a 'paper road' and Willow Ave, giving us 2 front yards per New Windsor Zoning Dept. manual. We are requesting 1 foot additional height in our fence or 26 feet extra length beyond our house. We have approx. 75 feet from our house to the 'paper road'. We are therefore requesting a variance. It will have no adverse effects on physical or environmental conditions in the neighborhood or district. (You may attach additional paperwork if more space is needed)

#### VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

---

---

---

---

---

---

---

---

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

---

---

#### VII. Interpretation.

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

---

---

---

---

---

---

---

---

#### VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

We intend to do landscaping within and outside the fence. We have just recently begun landscaping our property. We have adequate lighting in the back, as well as drainage, etc.

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ✓ Copy of tax map showing adjacent properties.
- N/A Copy of contract of sale, lease or franchise agreement.
- Copy of deed and title policy.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A Copy(ies) of sign(s) with dimensions and location.
- Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

Date: Sept. 13, 1996.

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Xamona Culeca  
(Applicant)

13<sup>th</sup> day of Sept. 1996

**PATRICIA A. BARNHART**  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1997

(a) Public Hearing date: \_\_\_\_\_



(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

---

---

**NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.**

**(ZBA DISK#7-080991.AP)**

Date 6/20/96, 19...

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

to Frances Roth 147 Sycamore Dr. DR.  
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
6/10/96		Zoning Board Meeting	75 00	
		Misc - 2		
		Belle - 1		
		<del>Castle - 3</del> 13.50		
		Monaco - 9		
		Morse - 3		
		Schultz - 4		
		Castro - 5		
		Tepper - 2		
		Lindemann - 4		
		Petronella - 4	1166 50	
		<u>37 pp</u>	<u>241 50</u>	

June 10, 1996

3

PRELIMINARY MEETING:

CUTTICA, RON AND RAMONA

MR. NUGENT: Second preliminary hearing. Request for 5 ft. fence in variation of Section 48-18B(1) of the Supplemental Yard Regulations (corner lot) at 104 Willow Avenue in an R-4 zone.

Mr. Ron Cuttica appeared before the board for this proposal.

MR. NUGENT: We're supposed to have a discussion by the building inspector, unfortunately, he is not here so I think we ought to just do it ourselves.

MS. BARNHART: We already made a motion to schedule a hearing, we did that already but in lieu of the information he was going to get for us, I don't know what we're looking for.

MR. TORLEY: Wasn't the, I'm sorry, is this the case where the other road is a paper road?

MS. BARNHART: Right, it's a paper street and it's never been accepted by the town.

MR. TORLEY: Question was at what point do we ignore that as a road?

MR. KANE: Is Michael just running late?

MS. BARNHART: I have no idea.

MR. NUGENT: We don't know if he's coming.

MR. TORLEY: Is there any way we can get a legal opinion, not obviously this second, but is there any case law on that?

MR. KRIEGER: I don't know, I'll be happy to talk to the among other things talk to the town attorney because I don't want to how can I say do something different or advise the board differently than has been the practice of the past so I will find out if there's

June 10, 1996

4

been any practice in the past.

MR. TORLEY: I don't think any of the board has any problems with granting a variance.

MR. KRIEGER: Just a question of saving him a different way of doing it.

MR. KANE: Do you mind hanging around for a half hour to see if he's just running late? Ron's going to hang out to see if Michael's running late.

MR. NUGENT: We have already approved.

MR. KRIEGER: Set him up. It's a question of whether or--

MR. KANE: He meets that or not.

MR. CUTTICA: The only thing when I called Mrs. Barnhart she told me not to fill out anything until this meeting but I still have pictures here and I still have the information and I do have the paperwork that she gave me.

MR. TORLEY: I was hoping you wouldn't have to go through this.

MR. CUTTICA: Told me to bring the pictures back and the plan that I drew up.

MR. KANE: Just so you can see if Michael does show up.

MS. BARNHART: If he's not here within the next ten minutes, you can assume he's not going to come and tomorrow morning I can ask him.

MR. CUTTICA: If he's not here, would you like me to leave the pictures with you, would that be a help?

MS. BARNHART: Sure, leave the photographs with me.

MR. TORLEY: If is the case that the town attorney feels the same way, we do not have to consider the street, can you, do we come back to the board for a

June 10, 1996

5

meeting or advise the applicant?

MR. KRIEGER: If the application is not necessary, I don't see any reason why he couldn't be simply advised of it.

MR. CUTTICA: I'll leave that with you.

MS. BARNHART: I'll probably call you tomorrow after I find out what's going on so we don't hold you up.

MR. CUTTICA: Should I stay here for ten minutes or so?

MS. BARNHART: Sure, you're welcome to.

- (a) If the natural slope is from ten percent (10%) to twenty percent (20%) within twenty-five (25) feet of the street line, the Board may permit a garage not closer than twenty (20) feet to the street line.
  - (b) Where such slope exceeds twenty percent (20%), a garage may be permitted not closer than ten (10) feet to the street line.
- (5) The storage of unlicensed vehicles is prohibited in any residential district except in enclosed structures complying with these regulations.

**B. Corner lots.**

- (1) Obstruction of vision at street intersections. At all street intersections in all districts, no obstructions of vision exceeding thirty (30) inches in height above curb level shall be erected or maintained on any lot within the triangle formed by the street lines of such lot and a line drawn between points along such street lines thirty (30) feet distant from their point of intersection.
- (2) Rear and side yards. On a corner lot, front yards are required on both street frontages, and one yard other than the front yards shall be deemed to be a rear yard and the other or others side yards.

**C. Exceptions to yard requirements.**

- (1) Permitted obstructions. [Amended 4-20-88 by L.L. No. 3 — 1988]
  - (a) Cornices or cantilevered roofs may project not more than three (3) feet into a required yard. Belt courses, window sills and other ornamental features may project not more than six (6) inches into a required yard.
  - (b) Bay or bow windows cannot project more than thirty (30) inches into a required yard.
  - (c) Fences or walls not over six (6) feet in height may be erected anywhere on the lot except as follows:

Date 5/24/96, 19.....

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Frances Roth 147 Sycamore Dr DR.  
New Windsor Ny 12553

DATE		CLAIMED	ALLOWED
5/13/16	Zoning Board Mtg	75.00	
	Misc - 2		
	<del>Cutler - 4</del> (18.00)		
	Paz - 7		
	Devitt - 5		
	Monaco - 16		
	Lombardi - 4		
	Burns - 3	184.50	
	<u>41</u>	259.50	

PRELIMINARY MEETINGS:

~~CUTTICA, RON AND KRIEGER~~

MR. NUGENT: Request for 5 ft. fence in variation of Section 48-14B(1) of the supplemental yard regulations (corner lot) at 104 Willow Avenue in an R-4 zone.

Mr. Ron Cuttica appeared before the board for this proposal.

MR. CUTTICA: The way my property is, I guess I'm on the corner lot of Willow and Elm, apparently this is a paper road and there's like no blacktop, there's nothing there.

MR. KRIEGER: This being what?

MR. CUTTICA: Beaver Dam.

MR. KRIEGER: It's something else.

MR. CUTTICA: It's Elm Drive, it's a paper road.

MR. KRIEGER: Correct, just trying to--

MR. CUTTICA: I have a sketch here that I did where how I would want the fence to go. Now, apparently, I guess the state requires four foot fence but the Town of New Windsor requires a five foot fence.

MR. KRIEGER: It's the other way around.

MR. KANE: State requires four foot, New Windsor requires five for the pool.

MR. CUTTICA: Since I'm on the corner lot, I have technically two front lots. If I can just show you some pictures here, this is what that road would look like from the street, from my deck. This is going in the back of my property, the fence would be coming out, is not all the way to the property line, it would take in these two trees to give you an idea of how it would be, who would be where, I'm standing I guess the pool would be here because it's on the, I'm going to say the



side of the house and it goes even with the deck, but I'm allowed to put the fence with the deck, where the deck is, but I can't put the five foot fence passed that because I have no back yard. That is my neighbor, see, and there's some very small lots.

MR. KANE: Did Michael say that you are here because you have two, technically two front yards and if that was considered a side yard, you wouldn't be here in the first place?

MR. CUTTICA: Yeah. You see they approved the pool but because I have two front yards, I could put a four foot fence, I could put a five foot fence. But since it's the corner property, as soon as I go into the front yard, I'm not allowed to have the five. So what I am trying to give you an idea is that here's another shot, you know, the neighbor's got the toys and swings, I mean it's just all grass, we cut it, there's nothing there.

MR. KANE: How far off of the house is the supposed front property are you coming with the fence?

MR. CUTTICA: I would probably have at least I'm going to say a good 15, maybe 20 feet and it's a chain link, not stockade.

MR. KANE: You're requesting five foot so it is coming five foot up and 20 feet down?

MR. TORLEY: Five foot height.

MR. CUTTICA: Let me show you this way you can see.

MR. KRIEGER: The question is with a so-called paper road, was it ever accepted for dedication by the town or is it simply a proposed road, I don't know.

MS. BARNHART: What is the name of the road?

MR. CUTTICA: It's Elm Drive.

MR. TORLEY: If the road had not been accepted, just a proposed road, has been a proposed road for decades at

May 13, 1996

4

that point, do we still require the, maybe to say that he has two front yards when there's no road?

MRS. BARNHART: The town won't accept it unless it's up to specs and doesn't look like it's up to specs.

MR. KRIEGER: Certainly the town won't accept it now. The question is, there was a time in the not too distant past when the town was somewhat looser about this sort of thing than it is now. So you raise a good question. I would want to hear from the, basically, I would want to hear from the building inspector as to why it's considered a two front yard situation. I know if they were active roads, why it would be but why in this particular case.

MR. KANE: Jim, the other question I have on that is that, and I don't have a problem with this at all, it's just that he is asking for a variation on the five foot fence. But if that is indeed considered a second front yard, doesn't he need to have a variance to have the, to fence in the front yard also?

MR. TORLEY: No, you can have four foot fence in the front yard.

MR. KANE: In front of the house?

MR. CUTTICA: I had one put in, I had, I went to the building department and I was having--

MR. TORLEY: Six feet in the back, four if the front.

MR. KANE: Based the front part of the home.

MR. CUTTICA: Technically, this would be my back yard, I have no back yard because the other house is right on top.

MR. TORLEY: I have no problem with it. I would like to move that we set Mr. Cuttica up for a public hearing but perhaps might defer a little bit until we get feedback from the building inspector to know whether or not the gentleman even has to be here cause Andy, are you saying if--

MR. NUGENT: We can find out that information before he gets the paperwork in.

MR. KRIEGER: Before jumping in there, I want to find out what the position of the town is with respect to this, the so-called paper road.

MR. TORLEY: In that case, Mr. Chairman, I amend my motion, maintain my motion to set the gentleman up for a public hearing, we might advise you you need not yet send in your paperwork and money until we find out for sure.

MS. BARNHART: We'll schedule him for a public hearing anyway.

MR. KANE: Second the motion.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: When you come to your public hearing, these are the criteria that the state has determined the Zoning Board of Appeals must act on. If you would address yourself to those criteria in making your presentation, it would be helpful. I'm going to ask that this matter be put on the next agenda under discussion just in case since Mike isn't going to be here tonight, we would like to hear from, I would like to hear from him, the next meeting, next time he's there to see whether or not well in connection with Mr. Torley's questions that he's raised.